CONTRACT

1021 N. Wymore Rd. Winter Park, FL 32789 (407)645-2222

www.wesh.com

And:

Great American Media 1010 Wisconsin Avenue N W Suite 800 Washington, DC 20007

	Contract / Re	vision	Alt Order	#
	919727	1	0786929	9
Product				
DCCC				
Contract Dates	Estimate #			
10/30/12 - 11/06/12	1192			
Advertiser		Original Date / Revision		
Democratic Congress	ional Campaign	Commi	10/30/12	/ 10/30/12
	Billing Cycle	Billing Calendar		Cash/Trade
	EOM/EOC	Broadcast		Cash
	Station	Account Executive		Sales Office
	WESH	Fran B	erg	Eagle-Washing
	Special Hand	lling		1
	Demographic	2		8
	Adults 25+			
	IDB#	Advertiser Code Produ 11 14		Product Code
	8091			14
	Agency Ref	•	Advertis	er Ref

		Spots	s/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Weel	c Rate	TypeS	pots	Amount
1 WESH 10/30/12 11/02/12 M-F Early Sunrise	5:00-6:00 AM	:30	Wilder Hole Committee Comm	NM	12	\$6,000.00
Class of Time - Pre-emptible with notice	describe scilico					
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -TWTF 12	<u>Rate</u> \$500.00					
		-00		- NINA	0	#4 000 00
2 WESH 11/05/12 11/06/12 M-F Early Sunrise	5:00-6:00 AM	:30		NM	2	\$1,000.00
Class of Time - Pre-emptible with notice Start Date	Rate					
Week: 11/05/12 11/11/12 MT 2	\$500.00					
3 WESH 10/30/12 11/02/12 M-F Sunrise @6AM	6:00-7:00 AM	:30		NM	2	\$2,600.00
Class of Time - Pre-emptible with notice						
Start Date End Date Weekdays Spots/Week	Rate					
Week: 10/29/12 11/04/12 -TwTF 2	\$1,300.00					
4 WESH 11/06/12 11/06/12 M-F Sunrise @6AM	6:00-7:00 AM	:30		NM	1	\$1,300.00
Class of Time - Immediately Pre-emptible without notice						
Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 -T 1	<u>Rate</u> \$1,300.00					
	7:00-9:00 AM	:30		NM	5	\$0,000,00
The second secon	7.00-9.00 AIVI	.30		IVIVI	5	\$9,000.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate					
Week: 10/29/12 11/04/12 -TWTF 5	\$1,800.00					
Spot Ch Date Range Description	Start/End Time	Weekdays Length	Rate	<u>Type</u>		
1 WESH 10/29/12-11/04/12 NBC Today Show	7:00-9:00 AM	-TuWThF :30	\$1,800.00	NM		
See MG 5.9	7.00.000.444		44 000 00			
4 WESH 10/29/12-11/04/12 NBC Today Show See MG 5.10	7:00-9:00 AM	-TuWThF :30	\$1,800.00	NM		
9 WESH 10/31/12-10/31/12 NBC Prime ANIMAL/GUYS	8:00-9:00 PM	W :30	\$1,800.00	NM		
⊕ MG for 5.1 10/30						
10 WESH 11/01/12-11/01/12 NBC Prime 30 ROCK/NIG	HT 8:00-9:00 PM	Th: :30	\$1,800.00	NM		
→ MG for 5.4 10/31						
6 WESH 11/05/12 11/06/12 NBC Today Show	7:00-9:00 AM	:30		NM	2	\$3,600.00
Class of Time - Immediately Pre-emptible without notice						

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Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



10/30/12 - 11/00/12	D000	1192	
Advertiser		Original Date / Revision	
Democratic Congression		10/30/12 / 10/30/12	

*l ine	Ch Start [Date End Da	ate Description	25,892	Start/End Time	Days	Spots/ Length Week	Rate	Type S	inote	Amount
	Start Date 11/05/12	End Date 11/11/12	Weekdays MT	Spots/Week 2	Rate \$1,800.00	Days	Length Week	rtate	Type C	pots	Amount
7	WESH 10/30/	12 11/02/1	2 *Early Sunri	se @4:30AM	430a-5am		:30		NM	4	\$800.00
	Class of Time Start Date :: 10/29/12	- Pre-emptib End Date 11/04/12	le with notice Weekdays -TWTF	Spots/Week 4	<u>Rate</u> \$200.00						
8	WESH 11/03/	12 11/03/1	2 Sat 5-6a		Sat 5-6a		:30		NM	2	\$600.00
	Class of Time Start Date :: 10/29/12	- Fixed Non End Date 11/04/12	Pre-emptible <u>Weekdays</u> S-	Spots/Week 2	<u>Rate</u> \$300.00						
9	WESH 11/03/	12 11/03/1	2 Sat Sunrise	6-8 AM	6:00-8:00 AM		:30		NM	4	\$3,200.00
	Class of Time Start Date 10/29/12	- Pre-emptib End Date 11/04/12	le with notice <u>Weekdays</u> S-	Spots/Week 4	<u>Rate</u> \$800.00						
10	WESH 11/03/	12 11/03/1	2 NBC Saturd	ay	Sat 8-10am		:30		NM	3	\$3,900.00
	Class of Time Start Date 10/29/12	- Pre-emptib End Date 11/04/12	le with notice Weekdays S-	Spots/Week 3	<u>Rate</u> \$1,300.00						
11	WESH 11/04/	12 11/04/1	2 Sun Sunrise	e@6-8 AM	6:00-8:00 AM		:30		NM	4	\$3,200.00
	Class of Time Start Date 10/29/12	- Pre-emptib End Date 11/04/12	le with notice Weekdays S	Spots/Week 4	<u>Rate</u> \$800.00						
12	WESH 11/04/	12 11/04/1	2 NBC Sunda	y Today	8:00-9:00 AM/9-11,		:30		NM	1	\$2,000.00
	Class of Time Start Date c: 10/29/12	- Pre-emptib End Date 11/04/12	le with notice Weekdays S	Spots/Week 1	<u>Rate</u> \$2,000.00						
					O ICHRIS MATTHEW		:30		NM	2	\$3,000.00
	Class of Time Start Date C: 10/29/12		ly Pre-emptible v Weekdays S	vithout notice Spots/Week 2	<u>Rate</u> \$1,500.00			2 × g			
			2 Regis & Ke	ly 9-10 AM	9:00-10:00 AM		:30		NM	4	\$4,200.00
	Class of Time Start Date c: 10/29/12		ble with notice Weekdays -TWTF	Spots/Week 4	<u>Rate</u> \$1,050.00						
15	WESH 11/05/	12 11/06/1	2 Regis & Ke	ly 9-10 AM	9:00-10:00 AM		:30		NM	2	\$2,100.00
	Class of Time Start Date c: 11/05/12	- Immediate End Date 11/11/12	ly Pre-emptible v Weekdays MT	without notice Spots/Week 2	<u>Rate</u> \$1,050.00						
			2 NBC Today	Show II	10AM-11AM		:30		NM	0	\$0.00
			ole with notice				1000				give aggresses made
			2 NBC Today		10AM-11AM		:30		NM	2	\$1,600.00
Weel	Start Date 11/05/12	End Date 11/11/12	ly Pre-emptible <u>Weekdays</u> MT	Spots/Week 2	<u>Rate</u> \$800.00						
18			2 NBC Today	Show III	11AM-12PM/10-11.		:30		NM	4	\$2,800.00
Weel	Class of Time Start Date <: 10/29/12	e - Pre-emptib End Date 11/04/12	ble with notice Weekdays -TWTF	Spots/Week 4	<u>Rate</u> \$700.00						

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Contract / Revision Alt Order# 919727 07869299 Contract Dates Product Estimate # 10/30/12 - 11/06/12 DCCC 1192

Advertiser Original Date / Revision 10/30/12 / 10/30/12 **Democratic Congression**

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time Days L	₋ength Week Rate	Type S	pots	Amount
Start Date End Date Weekdays Spots/Week	<u>Rate</u>	and the second s	English PA	4.275.495	
19 WESH 11/05/12 11/06/12 NBC Today Show III	11AM-12PM/10-11.	:30	NM	1	\$700.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week	Data				
Start DateEnd DateWeekdaysSpots/WeekWeek: 11/05/1211/11/12MT1	<u>Rate</u> \$700.00				
20 WESH 10/30/12 11/02/12 M-F NOON NEWS 12-12:30) 12:00-12:30 PM	:30	NM	4	\$2,000.00
Class of Time - Pre-emptible with notice					
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 -TWTF 4	Rate				
	\$500.00	.00	NINA	•	64 000 00
21 WESH 11/05/12 11/06/12 M-F NOON NEWS 12-12:30 Class of Time - Immediately Pre-emptible without notice	7 12:00-12:30 PM	:30	NM	2	\$1,000.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 11/05/12 11/11/12 MT 2	\$500.00	2			
D 22 WESH 11/04/12 11/04/12 NBC MEET THE PRESS	NBC MEET THE P	:30	NM	0	\$0.00
23 WESH 10/30/12 11/02/12 M-F 3-4 PM	3:00-4:00 PM	:30	NM	4	\$3,000.00
Class of Time - Pre-emptible with notice	Dete				
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -TWTF 4	<u>Rate</u> \$750.00				
24 WESH 11/05/12 11/06/12 M-F 3-4 PM	3:00-4:00 PM	:30	NM	2	\$1,500.00
Class of Time - Immediately Pre-emptible without notice					AND THE ANGELOW STREET, AS
Start DateEnd DateWeekdaysSpots/WeekWeek: 11/05/1211/11/12MT2	Rate				
	\$750.00				
25 WESH 10/30/12 11/02/12 M-F 4-5 PM NEWS	M-F 4-5 PM	:30	NM	4	\$4,000.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/29/12 11/04/12 -TWTF 4	\$1,000.00				
26 WESH 11/05/12 11/06/12 M-F 4-5 PM NEWS	M-F 4-5 PM	:30	NM	2	\$2,000.00
Class of Time - Immediately Pre-emptible without notice	Data	z-			
Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2	<u>Rate</u> \$1,000.00	24 25 25 25			-
D 27 WESH 10/30/12 11/02/12 M-F 5-6 PM ROT	5:00-6:00 PM	:30	NM	0	\$0.00
Class of Time - Pre-emptible with notice				-	*****
D 28 WESH 10/30/12 11/02/12 M-F 6-6:30 PM	M_F 6-6:30 PM	:30	NM	0	\$0.00
Class of Time - Pre-emptible with notice					
29 WESH 11/03/12 11/03/12 SA/SU 6-6:30 PM	SA/SU 5:58-6:30 P	:30	NM	0	\$0.00
Start DateEnd DateWeekdaysSpots/WeekWeek: 10/29/1211/04/12S-1	Rate \$1,600.00				
Spot Ch Date Range Description	Start/End Time Weekdays	Length Rate	Туре		
1 WESH 10/29/12-11/04/12 SA/SU 6-6:30 PM	SA/SU 5:58-6:30 FS		NM -		
See MG 29.2					
2 WESH 11/03/12-11/03/12 Notre Dame Football (h) Credited	5:00A-4 XMS	a :30 \$1,600.00	NM		
30 WESH 11/04/12 11/04/12 SA/SU 6-6:30 PM	SA/SU 5:58-6:30 P	:30	NM	1	\$1,600.00
Class of Time - Immediately Pre-emptible without notice	5/ VOO 0.00-0.00 F	.50	INIVI	'	ψ1,000.00
Start Date	<u>Rate</u>				
Week: 10/29/12 11/04/12S 1	\$1,600.00				
D 31 WESH 10/30/12 11/02/12 M-F Entertainment Tonight	7:00-730 PM	:30	NM	0	\$0.00
Class of Time - Pre-emptible with notice					

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	Contract / Revision	Alt Order #
	919727 /	07869299
Contract Dates	Product	Estimate #
10/30/12 - 11/06/12	DCCC	1192

Advertiser	Original Date / Revision
Democratic Congression	10/30/12 / 10/30/12

thing Oh Ohat Day 5 at Day 5	0, 7, 12	Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Sp	150	Amount
32 WESH 10/30/12 11/02/12 M-F Access Hollywood	Access Hollywood	:30	NM	2	\$4,000.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/29/12 11/04/12 -TwTF 2	\$2,000.00				
33 WESH 11/03/12 11/03/12 Sat. Entertainment this Wee	k7:00-8:00 PM	:30	NM	2	\$2,000.00
Class of Time - Pre-emptible with notice					
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S- 2	<u>Rate</u> \$1,000.00				
34 WESH 11/04/12 11/04/12 NFL PRE-GAME	7:00P-8:00PM	:30	NM	1	\$5,000.00
Class of Time - Pre-emptible with notice	7.001 -0.001 W	.50			ψ5,000.00
Start Date End Date Weekdays Spots/Week	<u>Rate</u>				
Week: 10/29/12 11/04/12S 1	\$5,000.00				
E 35 WESH 11/05/12 11/05/12 Mon NBC Prime Voice	Prime Other	:30	NM	2	\$15,000.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week	Rate				
Week: 11/05/12 11/11/12 M 2	\$7,500.00				
Spot Ch Date Range Description	Start/End Time	Weekdays Length Rate	Type		
4 WESH 11/05/12-11/11/12 Mon NBC Prime Voice See MG 35.5	Prime Other	M :30 \$ 7,500.00	NM		
5 WESH 10/30/12-10/30/12 Tue NBC Prime VOICE	Prime Other	-Tu :30 \$7,500.00	NM		
→ MG for 35.4 11/05					
D 36 WESH 11/05/12 11/05/12 NBC Prime Revolution	10:00-11:00 PM	:30	NM	0	\$0.00
37 WESH 10/30/12 10/30/12 NBC Prime Voice	8:00-9:00 PM	:30	NM	1	\$8,000.00
Class of Time - Immediately Pre-emptible without notice					
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -T 1	<u>Rate</u> \$8,000.00				
Spot Ch Date Range Description	Start/End Time	Weekdays Length Rate	Type		
1 WESH 10/29/12-11/04/12 NBC Prime Voice	8:00-9:00 PM	-Tu :30 \$8,000.00	NM		
See MG 37.2 2 WESH 10/30/12-10/30/12 Tue NBC Prime VOICE	Prime Other	-Tu :30 \$8,000.00	NM		
® MG for 37.1 10/30	Time other	.55 \$6,555.55	INIV		
D 38 WESH 10/31/12 10/31/12 NBC Prime L&O SVU	9:00-10:00 PM	:30	NM	0	\$0.00
D 39 WESH 11/02/12 11/02/12 NBC Prime Whitney/Comm	8:00-9:00 PM	:30	NM	0	\$0.00
D 40 WESH 11/02/12 11/02/12 NBC Prime Dateline	10:00-11:00 PM	:30	NM	0	\$0.00
41 WESH 10/30/12 11/02/12 KATIE COURIC DAY	2-3PM	:30	NM	6	\$2,400.00
Class of Time - Immediately Pre-emptible without notice					
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -TwTF 6	<u>Rate</u> \$400.00		- 1		
42 WESH 10/30/12 11/03/12 M-Su News @ 11PM	11-1135p	:30	NM	3	\$5,700.00
Class of Time - Pre-emptible with notice	11-1100р	.50	INIVI	3	φ3,700.00
Start Date End Date Weekdays Spots/Week	<u>Rate</u>				
Week: 10/29/12 11/04/12 -TWTFS- 3	\$1,900.00				
D 43 WESH 10/30/12 11/02/12 NBC Tonight Show	11:35P-12:35XM	:30	NM	0	\$0.00
Class of Time - Immediately Pre-emptible without notice	10.05.1.5-11.5				2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
44 WESH 10/30/12 11/02/12 Late Night w/Jimmy Fallon	12:35-1:35XM	:30	NM	4	\$1,800.00
Class of Time - Pre-emptible with notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u>	Rate				
Week: 10/29/12 11/04/12 -TWTF 4	\$450.00				

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Totals

\$147,000.00



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Contract / Revision Alt Order # 919727 07869299 Contract Dates Product Estimate # 10/30/12 - 11/06/12 DCCC 1192

Original Date / Revision Advertiser 10/30/12 / 10/30/12 **Democratic Congression**

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rat	e Type S _l	oots	Amount
Start Date End Date Weekdays Spots/Week	<u>Rate</u>	The state of the s			
D 45 WESH 11/03/12 11/03/12 SATURDAY NIGHT LIVE	SATURDAY NIGH	:30	NM	0	\$0.00
Class of Time - Immediately Pre-emptible without notice					
46 WESH 11/03/12 11/03/12 Notre Dame Football	5:00A-4 XM	:30	NM	1	\$3,000.00
Class of Time - Fixed Non Pre-emptible Start Date	<u>Rate</u> \$3,000.00				
47 WESH 11/04/12 11/04/12 NFL	8:00PM-conclusion	:30	NM	2	\$30,000.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$15,000.00				
48 WESH 11/05/12 11/05/12 *Early Sunrise @4:30AM	430a-5am	:30	NM	1	\$200.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$200.00				
49 WESH 11/05/12 11/05/12 M-F 5-6 PM ROT	5:00-6:00 PM	:30	NM	1	\$1,250.00
Class of Time - Immediately Pre-emptible without notice Start Date	<u>Rate</u> \$1,250.00				
D 50 WESH 11/05/12 11/05/12 M-F 6-6:30 PM	M_F 6-6:30 PM	:30	NM	0	\$0.00
D 51 WESH 11/05/12 11/05/12 M-F Entertainment Tonight	7:00-730 PM	:30	NM	0	\$0.00
D 52 WESH 11/05/12 11/05/12 M-F Access Hollywood	Access Hollywood	:30	NM	0	\$0.00
53 WESH 11/05/12 11/05/12 NBC Tonight Show	11:35P-12:35XM	:30	NM	1	\$800.00
Class of Time - Immediately Pre-emptible without notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 M 1	<u>Rate</u> \$800.00				
54 WESH 11/05/12 11/05/12 Late Night w/Jimmy Fallon	12:35-1:35XM	:30	NM	1	\$450.00
Class of Time - Immediately Pre-emptible without notice Start Date	<u>Rate</u> \$450.00				
D 55 WESH 10/30/12 10/30/12 NBC Prime Parenthood	10:00-11:00 PM	:30	NM	0	\$0.00
Class of Time - Immediately Pre-emptible without notice					
D 56 WESH 11/01/12 11/01/12 NBC Prime Rock Center	10:00-11:00 PM	:30	NM	0	\$0.00
Class of Time - Immediately Pre-emptible without notice					
D 57 WESH 10/31/12 10/31/12 NBC Prime Chicago Fire	10:00-11:00 PM	:30	NM	0	\$0.00
D 58 WESH 11/02/12 11/02/12 NBC Prime Grimm	9:00-10:00 PM	:30	NM	0	\$0.00
59 WESH 11/05/12 11/05/12 KATIE COURIC DAY	2-3PM	:30	NM	1	\$400.00
Class of Time - Immediately Pre-emptible without notice Start Date	<u>Rate</u> \$400.00	-			
60 WESH 11/04/12 11/04/12 Sun 5-6a	Sun 5-6a	:30	MM	1	\$300.00
Class of Time - Pre-emptible with notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12S 1	<u>Rate</u> \$300.00	,			

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	Contract / Revision 919727 /	Alt Order # 07869299
Contract Dates 10/30/12 - 11/06/12	Product DCCC	Estimate # 1192
Advertiser Democratic Congression:		<u>Driginal Date / Revision</u> 10/30/12 / 10/30/12

Time Period	# of Spots	Gross Amount	Net Amount	
10/29/12 -11/06/12	106	\$147,000.00	\$124,950.00	
Totals	106	\$147,000.00	\$124,950.00	

Signature:	Date:	

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. **BILLING AND PAYMENTS**

- Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. **TERMINATION**

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and (d) Paragraph 7.

OMISSION OF BROADCAST 3.

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. **PREEMPTIONS**

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. **FIXED RATE PURCHASES**

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others,

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the face hereof.

(b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commerc
materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in
connection with broadcasts except after its prior approval.

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]